**THIS AGREEMENT** (hereinafter referred to as the “Agreement”) is made this ……………… day of …………….20……………

# BETWEEN

............................. (hereinafter referred to as ...........), a ………………………………..under laws of ................ whose address is at ...........................................and shall include its lawful representatives and permitted assigns;

**AND**

**UNIVERSITI PUTRA MALAYSIA (UPM),** a university established under the Universities and University Colleges Act 1971 and having its address at 43400 UPM Serdang, Selangor Darul Ehsan, Malaysia (hereinafter referred to as **“UPM**”) of the other part.

(**…………**and **UPM** may be referred to individually as “the Party” and collectively as “the Parties”).

**WHEREAS:-**

1. *…………………………(state nature of the core business/strength of the subject)*
2. The Parties are desirous of entering into this Memorandum of Agreement to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

**NOW IT IS HEREBY AGREED** as follows;

(*agreements can be entered into with various transactions such as academic, research, licensing, development and land affairs etc. depending on the needs and wishes of the parties. Stated below is an example.)*

**1. INDUSTRIAL PROJECT IMPLEMENTATION**

………………………………………………………………

**2. SCOPE OF THE INDUSTRIAL PROJECT**

2.1The scope of the Industrial Project shall include but not limited:

1. ……………………………….
2. ……………………………….
3. ……………………………….
4. ……………………………….

**3. RESPONSIBILITIES OF ………………….**

1. ……………………………….
2. …………………………………

**4.** **RESPONSIBILITIES OF UPM**

1. ……………………………….
2. ……………………………….

**5. FINANCING**

5.1 ……………………………….

**6. PUBLICATION**

6.1 ……………………………….

**7. JOINT INTELLECTUAL PROPERTY**

 7.1 It is acknowledged and understood by the Parties hereto that any and all intellectual property rights and research materials, which are in the possession of ………………and UPM respectively prior to the conclusion of this Agreement, are independent property of the respective Parties and in no way affected by this Agreement.

7.2 It is well agreed by the Parties that the ownership of all intellectual property, results or inventions generated arising of the Industrial Project under this Agreement shall be …………………………….

7.3 ……………………………….

**8. COMMERCIALIZATION AND ROYALTIES**

8.1 That both Parties shall have either an exclusive or a non-exclusive right to exploit and grant to a third party a license to exploit the Joint Intellectual Property for commercial purposes. The terms and conditions of such a right, including the amount of royalty and the like shall be separately agreed upon by the Parties. Any and all royalties to be received from the license granted to a third party shall be allocated to between the Parties in proportion to their respective shares in the Joint Intellectual Property.

8.2 In the event that UPM and any of its subsidiaries wish to commercialize the technology arising from this Project, written approval must be obtained from ……………. and vice versa. For the purpose of this clause, the Parties shall enter into a new agreement on commercialization.

8.3 The provision of this Article shall survive the termination or expiry of the Agreement.

**9. CONFIDENTIALITY**

9.1. (i) The information disclosed to either the …………………… which is related to these areas and which are confidential in nature shall be considered trade secrets and may not without ……………………… prior written consent be utilized or exploited or disclosed to other persons or enterprise.

1. The information disclosed by ………………. relating to the business, operations, systems, production, methods and specific know-how of UPM, or which relates to know-how, results or intellectual property which the exclusive property of UPM, and which is confidential in nature shall be considered trade secrets and may not without UPM’s prior written consent be utilized or exploited by ……….. or disclosed by ………… to other persons or enterprise.
2. The provisions of this Article shall continue to be binding for a term of five (5) years between the Parties after the termination or expiry of this Agreement.

9.2 The obligations of confidentiality under clause 5.1 above shall not apply to any information or material which the receiving Party can prove:

9.2.1 ……………………….

 9.3 For the purpose of clarification, information obtained by ………….. purposes and any third parties who receive such information shall be bound by the same degree of confidentiality as in clause 9.1 and 9.2 above.

**10. DURATION**

 10.1 …………………………………..

10.2 …………………………………

**11. TERMINATION**

11.1 Either Party may terminate this Agreement on giving THREE (3) months prior written notice to the other Party if it considers that no further purpose would be served by continuing with the Industrial Project. A Party may only give such notice after full discussion with the other Party of the reasons for the termination.

11.2 Either Party may terminate this Agreement at any time by notice in writing to the other Party, such notice to take effect as specified in the notice:

* 1. if the other Party is in material [or persistent] breach of this Agreement (and, in the case of a breach capable of remedy within THIRTY (30) days, the breach is not remedied within THIRTY (30) days of the other Party receiving notice specifying the breach and requiring its remedy); or

11.3 Any termination of this Agreement (whether under this Clause or otherwise) shall not relieve any Party of any obligation under this Agreement which is expressed to continue after termination.

**12.** **SETTLEMENT OF DISPUTE**

Any dispute, difference, controversy or claim between the Parties arising out or in relation to this Agreement or the breach termination or invalidity thereof shall be settled amicably by the Parties where prior to any arbitration, the principal executive officer from each Party shall meet and use their best efforts to resolve any disputes concerning this Agreement. In the event that the dispute, difference, controversy or claim cannot be settled amicably within thirty (30) days from the date of the sending of a notice given by one Party to the other for settlement of the dispute, difference, controversy or claim to binding arbitration, the dispute will be addressed in accordance with the Kuala Lumpur Regional Centre for Arbitration (“KLRCA”) Rules for Arbitration. The number of arbitrators shall be one and the place of arbitration shall be Kuala Lumpur, Malaysia.

**13. NOTICE**

 13.1. Any notice given or served on UPM by ……….. under this Agreement shall be in writing and sufficiently given or served and shall be delivered by hand, by registered mail or by facsimile to the addresses of facsimile numbers specified below.

**If To UPM :** ..............................................

 43400 UPM Serdang, Selangor

 MALAYSIA

 (Attn. :..............................)

 .................................

 Fax : (603) ………...........

 E-mail: ..............@upm.edu.my

**If To ........... :** .........................................

 (Attn. :...............................)

 Fax : ..............................

 E-mail: .............................

 Notice will be deemed given:

a) in the case of hand delivery, upon written acknowledgement of receipt by an officer or other duly authorised employee, agent or representative of the receiving Party;

b) in the case of posting, **…………..** days after the time of posting; and

c) in the case of facsimile, upon completion of transmission during the usual working hours of the Parties and transmitted with the receipt of the appropriate answer back or transmission contact report.

13.2 In the event of change of address occurring in respect of either Party aforesaid, the Party in question shall advise the other Party in writing of its new address to be used for the purposes of this Clause.

**14. FORCE MAJEURE**

14.1 Save as provided in this Clause, in the event of the occurrence of an event of Force Majeure neither party shall be liable whether by way of indemnity or otherwise to the other if it is unable to perform its respective obligations under this Agreement.

14.2 Either Party hereto shall notify the other in writing of the occurrence of any event of Force Majeure and of the cessation of such event.

14.3 In the event that the event of Force Majeure shall result in either ……………. or UPM being unable to perform its obligations hereunder, the obligations of both ………….. or UPM shall not be terminated but shall be suspended for a maximum of thirty (30) days during which the Parties hereto shall assess the damage or delay brought about by the Force Majeure and take all reasonable steps to mitigate any loss, damage, delay or interruption to their obligations under this Agreement and where it is still reasonable for ………………. or UPM to continue with the performance of its obligations under this Agreement, the Parties shall agree to new terms and conditions and in the event the Parties fail to agree to the new terms and conditions, this Agreement shall terminate.

14.4 Notwithstanding Clause 14.3, in the event that either of the Parties is of the opinion that the event of Force Majeure is of such degree of severity as to render the performance of their obligations under this Agreement as impossible or impracticable , such Party may opt to terminate this Agreement by written notice to the other specifying the date upon which the termination is to take effect.

14.5 The term “Force Majeure” as employed in this Clause and elsewhere in this Agreement shall mean war, hostilities (whether declared or not), invasion, armed conflict, act of foreign enemies, rebellion, , revolution, insurrection, military or usurped power, civil commotion, act of terrorism, national labour dispute, ionizing radiation or contamination by radioactivity from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof, interruption of external utilities such as electricity, water and gas, pressure waves caused by and articles dropped therefrom aircraft or other aerial devices traveling at sonic or supersonic speed, aviation disasters, explosives, natural catastrophe including but not limited to earthquake, flood, subterranean spontaneous combustion and any such operation of forces of nature of catastrophic proportion which an experienced and competent contractor could not reasonably have foreseen and fire, legal process, riot, criminal damage, sabotage, strike, lackout, labour unrest and other industrial disturbances not due to the fault of the either Party.

**15. REVISION, MODIFICATION AND AMENDMENT**

Either Party may request in writing a revision, modification or amendment of all or any part of this Agreement. Any revision, modification or amendment agreed to by the Parties shall be reduced in writing and shall form part of this Agreement. Such revision, modification and amendment shall come into effect on such date as may be determined by the Parties. Any revision, modification and amendment will not prejudice the rights and obligations arising from or based on this Agreement prior or up to the date of such revision, modification or amendment.

**16. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with Malaysian Law.

**17. ATTACHMENTS**

For the avoidance of doubt, this Agreement shall include all attachments annexed hereto and the attachments need to be read and construed as an integral part of this Agreement. The attachments are as follows:

1. Attachment 1: ………………………..
2. Attachment 2: ………………………..
3. Attachment 3: ………………………..

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written

Signed by, for and on behalf of the

## ………………………

………………………………………………

In the presence of:

……………………………………………..

Signed by, for and on behalf of the

## UNIVERSITI PUTRA MALAYSIA

……………………………………………………….

## PROF. DR. MOHD ROSLAN BIN SULAIMAN,

Vice Chancellor

In the presence of:

………………………………………………………